

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Venable LLP	2. Registration No. 5931
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3. Name of foreign principal Sheikh Khalid Bin Saqr Al Qasimi, Crown Prince and Deputy Ruler, Ras Al Khaimah, United Arab Emirates	4. Principal address of foreign principal United Arab Emirates
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5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Crown Prince and Deputy Ruler, Ras Al Khaimah, United Arab Emirates
- b) Name and title of official with whom registrant deals
Sheikh Khalid Bin Saqr Al Qasimi

7. If the foreign principal is a foreign political party, state:

- a) Principal address
N/A
- b) Name and title of official with whom registrant deals
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A	Name and Title	Signature
5/28/10	Michael Ferrell, Partner	
	<i>D. E. Wilsnuf. for</i>	<i>D. E. Wilsnuf. for Michael Ferrell.</i>

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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1. Name of Registrant Venable LLP	2. Registration No. 5931
3. Name of Foreign Principal Sheikh Khalid Bin Saqr Al Qasimi, Crown Prince and Deputy Ruler, Ras Al Khaimah, United Arab Emirates	

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Counseling and supporting Principal in developing a positive relationship with the United States through arranging meetings with government officials and representatives in Washington, D.C.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will arrange meetings with representatives of the U.S. government in Washington, D.C., to accomplish the goals in Item 7, above. The foreign principal is an ally of the United States and is interested in stability in the Middle East and globally.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The political activities will include setting up meetings with government officials and representatives in Washington, D.C., in order to develop a positive relationship between the Principal and the United States.

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Date of Exhibit B
5/28/10

Name and Title
Michael Ferrell, Partner

Signature

D. J. Wilms
Michael Ferrell

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Thomas D. Washburne, Jr.

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April 26, 2010

His Highness Sheikh Khalid Bin Saqr Al Qasimi
Crown Prince and Deputy Ruler
Ras Al Khaimah
United Arab Emirates

Your Highness:

We are pleased that Your Highness has selected Venable as counsel.

The purpose of this letter is to confirm our engagement as counsel and to provide you with certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation.

My partner Thomas Quinn and I will be the responsible partners in charge of this matter. Venable will bill Your Highness a fixed fee of \$50,000 for this limited engagement. Our fee will be payable in two monthly installments of \$25,000 each payable on or before May 1, 2010 and June 1, 2010. We will commence our engagement upon receipt of the first installment.

I have attached for your review and reference a statement of Venable's billing and engagement policies. Please review these policies with care and let me know if you have any questions. These policies will govern and control our billing and engagement relationship. Our practice is to bill monthly, based on services performed in the previous month, including charges incurred on your behalf. I will be personally responsible for the preparation of your invoices. We request and expect payment on receipt of the monthly statement.

Your Highness acknowledges that in connection with our work on this matter, we may correspond or convey documentation via Internet e-mail unless you expressly request otherwise and that neither you nor Venable has control over the performance, reliability, availability, or security of Internet e-mail.

I trust that the foregoing arrangement is acceptable to you. If not, please contact me immediately so that we may discuss any particular questions or concerns you may


VENABLE[®] LLP

His Highness Sheikh Khalid Bin Saqr Al Qasimi
Crown Prince and Deputy Ruler
Ras Al Khaimah
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have about this arrangement. Venable encourages candid discussion about fees and invoices. We urge Your Highness to contact any Venable partner responsible for providing services included on a statement if you have any questions or comments on an invoice or any other matter.

Again, thank you for selecting Venable as your counsel, and we very much look forward to working with you on this matter.

Very truly yours,



Thomas D. Washburne, Jr.

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STATEMENT OF BILLING AND ENGAGEMENT POLICIES

CONFLICTS OF INTEREST

Venable is a large firm with offices in the District of Columbia, New York, California, Maryland, and Virginia, and we represent many other companies and individuals. We also represent various governmental entities including the U.S. Department of the Treasury. Our work for Treasury involves certain aspects of the Troubled Asset Recovery Program ("TARP"), but not the Internal Revenue Service (which is part of Treasury). We also represent the State of Maryland and the District of Columbia plus Baltimore and other Maryland counties and various other federal agencies and departments.

It is possible that during the time we are representing you, some of our present or future clients will be engaged in transactions, or encounter disputes, with you. You agree that we may continue to represent, and may undertake in the future to represent, existing or new clients in any matter, including litigation, that is not substantially related to our work for you even if the interests of such clients in those matters are directly adverse to you. We agree, however, that in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature that, if known by such other client, could be used in such other matter to your material disadvantage, we will, as appropriate, construct a firewall to prevent Venable lawyers representing the other client in such other matter from learning that information.

INSURANCE

You should understand that, where the scope of our representation involves or may involve a claim or potential claim against you, you may have an insurance policy that may provide coverage of some sort for the claim or potential claim. Insurance companies are offering a wide variety of insurance products, and we urge you to consult with your insurance representative (or carrier), risk manager, or other appropriate persons about the potential for insurance coverage for any claim or potential claim. Unless you specifically request our advice and provide us with a copy of the policy, we assume no obligation to advise you with respect to insurance coverage for any claim or potential claim within the scope of our representation of you.

LEGAL SERVICE FEES

Will pay a fee of \$50,000.00 payable in two installments of \$25,000 due on or before May 1, 2010 and June 1, 2010. Venable's Finance Committee must approve any changes in the billing arrangements and policies set forth in this Statement and the accompanying engagement letter.

EXPERTS

We will engage expert consultants and witnesses on your behalf, but you will be responsible for paying their costs and expenses directly to them. These experts and consultants will bill you separately.

**SCOPE OF
ENGAGEMENT**

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in this letter must be approved in writing.

ESCROW ACCOUNT

If we receive advanced funds belonging to you that, in our best judgment, are large enough to earn a material amount of interest, we will discuss investment options with you. If in our best judgment the funds are not large enough or are not to be held long enough to earn at least \$50 interest, we will place these funds in a pooled trust account, pursuant to local rules, the interest on which is payable to a charitable organization.

PAYMENT

Payment is due on receipt and, except as expressly agreed to otherwise, is not contingent or dependent on the outcome of the engagement, such as prevailing in a lawsuit or concluding a transaction. If an invoice remains unpaid after thirty (30) days, we will assess a carrying charge of fifteen percent (15%) per annum (1.25% / month) on the unpaid balance that will be added to the invoice. We reserve the right to end our work on this matter and any other matters for which we may be simultaneously engaged, and to withdraw from the representation on proper notice if we do not receive payment in full within sixty (60) days from the date of the invoice. If you have any special policies with respect to information you want to have included in our invoices, please advise us promptly. Please review our invoices when you receive them so that any questions you may have are raised in a timely fashion.

TERMINATION

Either of us may terminate the engagement at any time for any reason by 30 day written notice. Unless previously terminated, our representation of you will terminate on our sending you our final statement for services rendered in this matter. Unless you engage us after termination of this matter, we will have no continuing obligation to advise you with respect to future legal developments, such as changes in the applicable laws or regulations, that could have an effect on your future rights and liabilities.

RECORDS AND FILES

Following the conclusion of our representation, we will keep confidential any non-public information you have supplied to us that we retain in accordance with applicable rules of professional conduct. At your request, we will return your papers and property to you promptly on receipt of payment for outstanding fees and costs. The firm will retain its own files pertaining to the matter in accordance with the firm's records retention program. For various reasons, including the

minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such document or other materials after a reasonable time and without further notice after the termination of the engagement.

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